

Form 2: Application Budget Detail Sheet

Note: When entering dollar amounts, round off to the nearest dollar. Submit details explaining the expenditures by category below.

Explanation of Expenditure	Amount Requested
CTE Awareness	
Salary Expenses/Contracted	
Outreach Liaison	\$22,680
Regional Outreach Coordinator	\$17,640
Meetings	\$1,920
Equipment	\$0
Marketing Expenses	\$3,400
Other Costs: Travel	\$1,830
Counselor Academy	
Salary Expenses/Contracted	
Counselors	\$8,640
Teachers	\$1,440
Equipment	\$0
Marketing Expenses	\$1,800
Other Cost: Dinner/Lunch, Transportation	\$2,400
Sub-total	\$61,750
Administration	\$3,250
TOTAL FUNDS REQUESTED	\$65,000

A. Statement of Regional Industry Need

1. Which primary employment sectors and associated pathways will be the focus of the project? Why?

- Initial key recommendations reported by the Region 7 Works Council reflect a deliberate intention to address workforce needs in the Manufacturing and Logistics sector. Associated pathways which will be a focus of the CTE Awareness Initiative grant include: advanced manufacturing, electronics, engineering, logistics and supply management, machine technology, and welding. Additional related pathways which the Works Council has recommended, and if approved, will be an added focus of this grant include: multi-craft, robotics and automation, and process engineering.
- Other primary employment sectors which will be a focus of the CTE Awareness Initiative grant include Healthcare, Automotive Services, and Construction. Associated pathways within healthcare which will be a focus of this grant include: biotechnology, healthcare specialties – health science careers, and nursing. Associated pathways within automotive services which will be a focus of this grant include: automotive collision repairs, and automotive technology. Associated pathways within construction which will be a focus of this grant include: construction trades – construction – heavy equipment, drafting and design – architectural, and mechanical.
- Recent qualitative data from the Classroom to Careers (C2C) EWIN grant shows that there are current workforce shortages in many manufacturing and logistics sector careers, as well as a potential workforce that is lacking employability skills. In addition, the quantitative data from WorkOne Western Indiana “Job Projections” report shows that there will be many more openings over the next 20 years, due largely to the retirement of older workers. The WorkOne report also shows future career demands in Healthcare, Automotive Services, and the Construction sectors.
- While attention will be focused on creating awareness of sectors in Region 7 with the highest occupational demand, in order to gain the greatest impact possible from the CTE Awareness Initiative grant, CTE Directors will also use this opportunity to educate counselors about all of the employment sectors and associated pathways offered in their districts. Every pathway has undergone an extensive review and approval process. This ensures the programs being delivered address the demands of area businesses, with the goal of ensuring a skilled future workforce for Region 7.

2. After conducting an informal environmental scan of activities related to the project, what gaps exist in the region that this project will fill?

- Knowledge gap – Due to the overwhelming duties of today’s counselors, most do not have the opportunity to gain an in-depth understanding of the curriculum, employability skills, and job opportunities associated with pathways offered in their districts. Once mastery of this information is gained, this knowledge will transfer to the students and parents these counselors advise. Additionally, in Region 7 this knowledge will be further enhanced through complimentary information and business partnerships gleaned through the EWIN funded Classroom to Careers (C2C) initiative currently underway.
- Enrollment/completion gap - Increased knowledge of the curriculum, skills and certifications, work environments, and employment opportunities related to pathways will generate greater interest and more effective enrollment in pathway programs and completion.
- Non-traditional participation gap – Awareness by counselors of the specific skills required in pathways will help dispel myths that a number of occupations are best suited to one gender or the other.
- Employment gap – Increased counselor knowledge, leading to smarter alignment of student interests and aptitude in enrollment choices, will lead to increased pathway completion rates, followed by post-secondary education and/or employment activity, which leads to effectively addressing today’s skills gaps and meaningful employment for students.

B. Project Description, Performance Measures, Evaluation, Sustainability

1. What initiative(s) does the Works Council plan to undertake to increase CTE Awareness throughout the region and in local communities?

CTE Awareness: The Outreach Liaisons and Regional Coordinator will bridge the gap between industry and education in all parts of the region.

- Regional Coordinator
 - Facilitate 8 meetings with 3 outreach liaisons. This will ensure a consistent message is being delivered. The Regional Coordinator will also act as the liaison in the largest CTE District in Region 7.
- Outreach Liaison
 - The Outreach Liaison will educate parents and community on current opportunities and new developments within the CTE pathways.
 - The Outreach Liaison will also act as a conduit, with post-secondary education, to help develop new dual credit opportunities, industry certification, and support existing opportunities.
 - The Outreach Liaison will keep track of industry certifications that are valued in the region, and help facilitate providing certifications to high school students.
 - Increase industry participation in career pathways, including mentorships, CTE Advisories, and providing Work-Based Learning experience.

Counselor Academy: A model for the Counselor Academy has been established through the CTE program. Using the information learned in this program, the model will be modified for and replicated at other CTE districts within the region.

- The academy will include industry tours, a tour of Ivy Tech Community College, including a dual credit night, and a minimum of three 2-hour intensive and interactive pathway events to educate the counselors.

2. What are the primary outcomes that this project aims to achieve?

CTE Awareness

- Create and convey a consistent message of career pathway opportunities to students, parents, and industry.
- Create a robust CTE advisory system for identified key pathways.
- Create additional work based opportunities for students in the career pathways.
- To promote the N.E.A.T. newsletter to parents. The newsletter will be provided monthly to parents to keep them and the students educated and involved in the career pathways.

Counselor Academy

The Counselor Academy aims to achieve the goals stated below:

- Create awareness and deeper understanding of technical careers available in the region, the required educational skills, the income potential, and the connections needed with industry.
- Provide the tools necessary for counselors to guide students into technical careers.
- Provide knowledge of the pathways leading to technical careers.

3. What partners are collaborating to address this need, and what will be their role? These partners may include high schools, CTE centers, postsecondary providers, employers, and community-based organizations. What are the responsibilities of each partner?

A strong network of community partners collaborating to address workforce needs is in place in Region 7. High schools, the Area 30 Career Center, CTE Directors and other administrators, and school boards all work to establish career pathways, the equipment, and staff to deliver outstanding programs. The five post-secondary institutions of the region work with the secondary schools to establish dual credit, effective communication, and to ensure a smooth transition of students to their next level of education. The Western Indiana WIB works in close partnership with both secondary and post-secondary schools to ensure optimum service to its customers and most efficient use of public resources. Chambers of Commerce, economic development organizations, and community-based organizations all lend support to area workforce development initiatives. Regional businesses are not just partners in workforce development, they are the drivers of our efforts and the ultimate customer. All of the aforementioned institutions and organizations

look to business to drive the processes that will meet their ultimate need – a skilled and highly competitive workforce.

4. Please describe the grant proposal timeline.

CTE Awareness:

- June – August 2014: The Regional Coordinator will meet with key partners and develop and organize materials for the CTE Awareness Campaign.
- August 2014: Outreach Liaisons will meet with Regional Coordinator to discuss the CTE Awareness Campaign.
- August 2014 - May 2015: Outreach Liaisons will provide a report to CTE directors and to other key personnel after each meeting with the Regional Coordinator.

Counselor Academy:

The Counselor Academy will be hosted during October – November 2014. Below is an itinerary of the five day program that will be laid out using the following structure:

- Manufacturing Day on October 2nd Week 1 (One day program) – Industry Tours. It is important for the Counselors to see the potential for student careers at the beginning of the program. The day will begin at an industry with a tour of the location. Next the group will have lunch and a presentation by industry representatives. The group will then tour a different industry location. The presenter of the tours will be focusing in detail on the various positions and the requirements for those positions.
- October: Week 2 – (One evening program) Secondary Presentations – This session will be conducted at a high school location in the district. The CTE Director will present an overview of the programs available and then instructors will provide information about their programs that lead to the careers they saw on the industry tours. The focus of this evening event will be about the Manufacturing clusters related to the pathways. Timing 4:00 – 5:30
- October: Week 3 – (One evening program) Secondary Presentations (Part two) – The remaining pathway programs will be presented this evening, with a focus on automotive services, healthcare, and construction pathways. Timing 4:00 – 5:30
- October: Week 4 – (One evening program) Post-Secondary visit – This session will be held at Ivy Tech Community College Center for Workforce Development. The presentation will focus on the post-secondary options in the pathway and how they fit into the secondary pathway, as well as what industry careers they match from the industry tours. Dual credit/industry certifications will also be discussed at this session. Timing 4:00 – 5:30
- November: Week 5 (One evening program) – This session will be held at Ivy Tech Community College. Dinner will be served this evening. The session will feature presenters from industry who will wrap up the program by reiterating the industry needs and focusing on working together. There will also be a brief overview of WorkOne related resources. The CTE Directors will also present during this session on the partnerships they have with post-secondary and industry. Focus will be given to include the counselors in those partnerships so that continual updated information can be provided to the counselors. Timing 4:30 – 8:00

5. Please describe major deliverables.

CTE Awareness:

- Increase industry involvement at the secondary and post-secondary levels.
- Increase the numbers of high quality work-based learning opportunities for high school students.
- Increase awareness about the career pathways to students and parents not currently enrolled in the career pathways.
 - There will be career planning seminars held to educate parents and students about the career pathways. This will help the parents and students visualize and develop future goals.
- Outreach to the community groups to educate them on career pathways and industry opportunities in the region.

Counselor Academy:

- Counselors will better understand what occurs in the career pathways at the high school level. Participating in the Counselor Academy, counselors will be able to better educate their students and encourage them to participate in the career pathways.
- To provide important information about opportunities at post-secondary institutions after high school. Counselors, students, and parents will have a better understanding about the opportunities after high school. Parents and students can then begin to develop post-secondary goals.
- To educate students, counselors, and parents about employment opportunities throughout the region that are available after high school once a student has been through the career pathways. This will include:
 - The demand of jobs throughout the region.
 - The education required to qualify for employment opportunities.
 - The opportunities provided before, during, and after employment.

6. What outcome based measures will the grantee utilize to evaluate how well grant outcomes and objectives were achieved?**CTE Awareness:**

The grantee will evaluate how well the grant outcomes and objectives are achieved by the amount of secondary, post-secondary, and industry are incorporated into the regional school career pathways. It will also be evaluated by how well the community, parents, students, and counselors are educated about the career pathways. CTE awareness is planning to achieve at least:

- Each liaison is going to recruit a minimal of four (4) industry partners to sit on each pathway level. There will be a CTE Advisory in each CTE District.
- Find a minimum of one (1) industry partner of each program in their area to act as an industry mentor for teachers and programs.
- Will present to a minimum of three (3) community groups, and will provide information to a minimum of 90% of feeder schools about career pathways.

Counselor Academy:

The grantee will evaluate how well the grant outcomes and objectives are achieved by the amount of participation throughout the sessions. The Counselor Academy is planning to have at least:

- 50% of high school counselors to participate in 4 of the 5 high school counselor academy events.
- 70% participation of counselors in at least 2 events during the counselor academy.

7. What additional plans does the Works Council have for ensuring a substantive evaluation and sustainability plan?**CTE Awareness:**

- Industry mentors and CTE Advisory meetings will be self-sustaining after the relationship is developed.
- A consistent effort toward outreach in the community will take additional funding. CTE Directors and CTE Teachers will continue to educate the community as resources permit.
- The N.E.A.T. newsletter will be delivered electronically to reduce cost.

Counselor Academy:

- The small amount of cost versus the significant reward of the Counselor Academy could fit into other grant opportunities. The Counselor Academy can be done on a volunteer bases, which reduces the cost significantly.
- The industry tour portion is inexpensive, and industry sponsors could pay for lunch if needed in the future. After the program is established, sponsors could also be secured for transportation.

C. Budget Narrative**1. Please detail all costs outlined on the budget form**

Amount and Type of Expense		Budgeted Amount	
CTE Awareness			
Outreach Salaries/Contracted	\$42,240		
Budget Notes: Dedicated time within the Career and Technical Education (CTE) district for community outreach <ul style="list-style-type: none">Outreach Liaison for 3 CTE districts 36 week x 7 hours x \$30 = \$22,680 (\$7,560 per CTE district Outreach Coordinator) CTE District Regional Outreach Coordinator – Largest Career and Technical Education <ul style="list-style-type: none">42 weeks x 14 hours x \$30 = \$17,640 4 CTE districts 8 meetings x 2 hours x \$30 = \$1,920 (\$480 per CTE district)			
Marketing Expenses	\$3,400		
Budget Notes: Dedicated cost within the CTE district for community outreach <ul style="list-style-type: none">Supplies for 4 CTE Districts x \$850 = \$3,400			
Other Costs: Travel Expenses	\$1,830		
Budget Notes: Dedicated time for regional coordination <ul style="list-style-type: none">Travel for meetings \$0.48 x 90 miles x 8 meetings= \$345.60 x 3 CTE Districts = \$1,036. 80 (\$1,030 maximum) reduced to \$6.80 per grant maximum General local travel allowance \$200 x 4 CTE Districts = \$800			
Counselor Academy			
Counselor Academy Salaries/Contracted	\$10,080		
Budget Notes: Based on all day for industry tour (3 facilities and lunch), 3.5 hour session at Ivy Tech Community College, and three 1.5 hour meetings at facilities for pathway education. <ul style="list-style-type: none">4 CTE districts x 9 counselors x 8 hours x \$30 = \$8,640 (counselor participation determines amount per CTED)4 CTE districts x 6 teachers x 2 hours x \$30 = \$1440 (\$360 per CTE district)			
Marketing Expenses	\$1,800		
Budget Notes: Based on all day for industry tour (3 facilities and lunch), 3.5 hour session at Ivy Tech Community College, and three 1.5 hour meetings at facilities for pathway education. <ul style="list-style-type: none">4 CTE districts x \$450 = \$1,800			
Other Cost: Dinner/Lunch & Transportation	\$2,400		
Budget Notes: Based on all day for industry tour (3 facilities and lunch), 3.5 hour session at Ivy Tech Community College, and three 1.5 hour meetings at facilities for pathway education. <ul style="list-style-type: none">Dinner at the Ivy Tech Community College \$12 x 50 people = \$600Lunch at industry location \$12 x 50 people = \$600Travel to industry tours 4 CTE districts x \$300 = \$1,200			
Sub-total	\$61,750		
Administrative 5%	\$3,250		
Total	\$65,000		

GRANT AGREEMENT

EDS # _____

This Grant Agreement (this “Grant Agreement”), entered into by and between Indiana Works Councils (the “State”) and Vigo School Corporation (Fiscal Agent for Region 7 Works Council) (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of \$65,000 to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § _____ establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on May 2014 and shall remain in effect through June 30, 2015. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

A. The State shall fund this grant in the amount of \$65,000. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount

for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 30 calendar days following the end of the month or quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly or quarterly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Contractor's employees within the State of Indiana and cannot be further modified, altered or changed.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor

has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: (Include contact name and/or title, name of agency & address)

Indiana Works Councils

Dana Carter, Assistant Director

143 West Market Street, Suite 500

Indianapolis, IN 46204

- B. Notices to the Grantee shall be sent to: (Include contact name and/or title, name of grantee& address)

Doug Dillion

Curriculum Coordinator / CTE Director

Vigo County School Corporation

P.O. Box 3703

Terre Haute, IN 47803

- C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) exhibits prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

18. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Deleted by agreement of the parties.

21. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2013 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below: **15. Nondiscrimination (federal provision deleted); 20. Federal and State Third-Party Contract Provisions (deleted)**

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

Vigo County School Corporation

Indiana Works Councils

By: [Signature]
Daniel Tanoos, Superintendent

By: _____
Jaclyn P. Dowd, Special Assistant to the
Governor for Career Innovation

Date: MARCH 21, 2014

Date: _____

Approved by:
Indiana Office of Technology

Approved by:
Indiana Department of Administration

By: N/A (for)
Paul Baltzell, Chief Information Officer

By: _____ (for)
Jessica Robertson, Commissioner

Date: N/A

Date: _____

Approved by:
State Budget Agency

APPROVED as to Form and Legality:
Office of the Attorney General

Brian E. Bailey, Director

Gregory F. Zoeller, Attorney General

Date: _____

Date: _____